

P. U. C. O. NO. S-1

**CLEVELAND ELECTRIC ILLUMINATING COMPANY
CLEVELAND, OHIO**

Electric Generation Supplier Coordination Tariff

**Issued by
H. P. BURG
President
Akron, Ohio**

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DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS

Ancillary Services – any function necessary to the provision of electric transmission or distribution service to a retail customer and includes, but is not limited to, scheduling, system control, and dispatch services; reactive supply and voltage control service from generation resources; reactive supply from transmission resources service; regulation service; frequency response service; energy imbalance service; operating reserve-spinning reserve service; operating reserve-supplemental reserve service; load following; back-up supply service; dynamic scheduling; system black start capability; and network stability service

Bad Credit – a Certified Supplier has Bad Credit if it is insolvent (as evidenced by a credit report prepared by a reputable credit bureau or credit reporting agency or public financial data showing liabilities exceeding assets or generally being unable to pay debts as they become due) or has failed to pay Company invoices when they become due on one or more occasions within the last thirty-six billing cycles.

Billing Cycle – the time frame between two regularly scheduled meter readings. Customer meter readings are obtained on a regular schedule, which is managed by the Company.

Certified Supplier - is an Electric Generation Supplier that has received final certification from the Commission pursuant to Ohio Revised Code Section ("R.C.") 4928.08 to provide Competitive Retail Electric Service and has received written notification of registration pursuant to Section V (E) herein.

Charge - any fee or charge that is billable by the Company to a Certified Supplier under this Tariff, including any Coordination Services Charge.

Commission or The Commission - the Public Utilities Commission of Ohio.

Company – Cleveland Electric Illuminating Company or FirstEnergy. All references to FirstEnergy in this Tariff are for purposes of the FERC tariffs referenced herein where FirstEnergy is acting on behalf of Ohio Edison, Toledo Edison, and Cleveland Electric Illuminating Company. Following approval and implementation of the Company's corporation separation plan, as part of its transition plan, all actions or obligations of FirstEnergy under this Tariff, if any, will be performed by the regulated utility business unit of FirstEnergy. American Transmission System Incorporated may be the Company for purposes of certain functions related to energy imbalance and other transmission related functions.

Competitive Retail Electric Service - retail electric generation, aggregation, power marketing, and power brokerage services supplied to Customers of the Company.

Consolidated Billing – a billing service where the Company bills for both the Regulated Utility Charges as well as the Certified Supplier's Charges, unless otherwise provided in the Company's tariff.

Control Area - has the meaning given in Section 1.6 of the FE OATT.

Coordinated Certified Supplier – a Certified Supplier who has appointed a Scheduling Coordinator as its designated agent for certain Coordination Services.

Coordination Activities - all activities related to the provision of Coordination Services.

Coordination Agreement – an agreement between the Company and an EGS or Certified Supplier that arranges for the provision of Coordination Services pursuant to this Tariff.

Coordination Obligations - all obligations identified in this Tariff relating to the provision of Coordination Services.

Coordination Services - those services that permit the interface and coordination between Certified Supplier and the Company in connection with the delivery of Competitive Retail Electric Service to serve Customers located within the Company's service territory including, but not limited to, Ancillary Services (offered under the FE OATT), transmission losses, and distribution losses.

Coordination Services Charges - all charges stated in the Charges section of this Tariff, the FE OATT and the FE Market-Based Rate Tariff that are billed by the Company (on behalf of itself or any FirstEnergy affiliate or subsidiary) for Coordination Services performed hereunder.

Creditworthiness – For the purpose of determining the ability of the Certified Supplier to meet its obligations related to service hereunder, the Company may require reasonable credit review procedures. This review shall be made in accordance with standard commercial practices. In addition, the Company may require the Certified Supplier to provide and maintain in effect during the term of the Coordination Agreement an unconditional and irrevocable letter of credit as security to meet its responsibilities and obligations under the Supplier Tariff, or an alternative form of security proposed by the Certified Supplier and acceptable to the Company and consistent with commercial practices established by the Uniform Commercial Code that protects the Company against the risk of non-payment and default of the Certified Suppliers.

Customer - any person, partnership, association, or corporation receiving Competitive Retail Electric Service from a Certified Supplier in accordance with the Restructuring Act.

DASR (Direct Access Service Request) – an electronic form of communication that shall be exchanged between the Company and a Certified Supplier.

Electric Generation Supplier (“EGS”) - all of the entities set forth in R.C. 4928.08(A) and (B) that have not received either certification by the Commission or written notification of registration pursuant to Section V (E) herein.

FERC - the Federal Energy Regulatory Commission.

FirstEnergy (“FE”) – the parent company of Cleveland Electric Illuminating Company (and Ohio Edison's wholly owned subsidiary, Pennsylvania Power Company), The Cleveland Electric Illuminating Company, and The Toledo Edison Company.

FirstEnergy (“FE”) Market-Based Rate Tariff – the FE Market-Based Rate Tariff (or its successor) on file with the FERC and which sets forth the rates, terms and conditions of the sale of power by FirstEnergy and its subsidiary utility companies including any service agreement executed there under.

FirstEnergy Open Access Transmission Tariff (“FE OATT”) - the FirstEnergy Open Access Transmission Tariff (or its successor which may be through a successor organization) on file with the FERC and which sets forth the rates, terms and conditions of transmission service over transmission facilities located in the FirstEnergy System Control Area.

FirstEnergy System Control Center (“FE-SCC”) - the control center for the FE System Control Area or its successor.

FirstEnergy (“FE”) System Control Area - that certain Control Area recognized by the North American Electric Reliability Council as the “FirstEnergy System Control Area.”

Interest Index - an annual interest rate determined by the average of 1-Year Treasury Bills for September, October and November of the previous year.

Interval Meter – an electricity meter which records an End-use Customer’s electric usage for defined intervals (e.g., 15 minutes, half-hour, hour, etc.), allowing the possibility for consumption during different time periods to be billed at different rates and providing a means for a Customer’s load pattern to be analyzed.

Meter Read Date - the date on which the Company schedules a meter to be read for purposes of producing a customer bill in accordance with the regularly scheduled billing cycles of the Company as the same may be modified from time to time.

Network Integration Transmission Service – transmission service provided under Section III of the FE OATT.

Open Access Same-Time Information System (“OASIS”) – has the same meaning as set forth in the FE OATT.

Restructuring Act - Am. Sub. Senate Bill No. 3.

Regulated Utility Charges - utility charges for noncompetitive retail electric services including, but not limited to, tariffed transmission and distribution and generation services that are under the jurisdiction of the Commission. May also include utility charges for noncompetitive gas services.

Schedule – a schedule for the delivery of energy for the benefit of retail customers, prepared by the Certified Supplier or its designated Scheduling Coordinator and submitted to the FE-SCC in the format prescribed by FirstEnergy.

Scheduling Coordinator – an entity that performs one or more of a Certified Supplier's Coordination Obligations.

Service Agreement – the initial agreement and any amendments or supplements thereto entered into by the Certified Supplier and the Company for service under the FE OATT and the FE Market-Based Rate Tariff.

Standard Offer Supply – the provision of energy and capacity by the Company to customers that (1) choose not to obtain Competitive Retail Electric Services from a Certified Supplier other than the Company, (2) return to the Company after having obtained Competitive Retail Electric Services, or (3) contract for Competitive Retail Electric Services from a Certified Supplier that breaches its obligation to deliver such energy or capacity.

Standard Rules and Regulations - The Company's Standard Rules and Regulations in effect as approved by the Public Utilities Commission of Ohio.

Value Added Network (“VAN”) – a data transfer network that allows information to be sent and received electronically using an electronic mailbox. This method must meet the following minimum criteria:

- Security and/or encryption of transactions and customer information.
- Proof of transmission and receipt.
- Positive identity of sender and recipient (non-repudiation).
- Reliability.
- Data and file integrity.
- Network performance and availability.
- Recoverability and archiving of data.

RULES AND REGULATIONS

I. THE CERTIFIED SUPPLIER TARIFF

A. Filing And Posting

A copy of this Tariff, which comprises the Charges, Rules and Regulations and Coordination Agreement under which the Company will provide Coordination Services to Certified Suppliers, is on file with the Commission and is posted and open to inspection at the offices of the Company during regular business hours.

B. Revisions

Subject to Section II (B), this Tariff may be revised, amended, supplemented or otherwise changed from time to time in accordance with law, and such changes, when effective, shall have the same force as the present Tariff.

C. Application

The Tariff provisions apply to all Certified Suppliers providing Competitive Retail Electric Services to Customers located in the Company's service territory, including an affiliate or division of the Company that provides Competitive Retail Electric Services, and with whom the Company has executed a Coordination Agreement as required herein. An EGS which has failed to receive certification as a Certified Supplier by the Public Utilities Commission is not lawfully permitted to supply customers with Competitive Retail Electric Service. The Charges herein shall apply as well to anyone receiving service unlawfully or to any unauthorized or fraudulent receipt of Coordination Services in addition to any other remedies available

D. Rules and Regulations

The Rules and Regulations, filed as part of this Tariff, are a part of every Coordination Agreement entered into by the Company pursuant to this Tariff and govern all Coordination Activities. The obligations imposed on Certified Suppliers in the Rules and Regulations apply as well to anyone receiving service unlawfully or to any unauthorized or fraudulent receipt of Coordination Services in addition to any other remedies available to the Company.

E. Statement By Agents

No Company representative has authority to modify a Tariff rule or provision, or to bind the Company by any promise or representation contrary thereto or inconsistent therewith.

II. SCOPE AND PURPOSE OF TARIFF

A. Scope and Purpose of Tariff

This Tariff sets forth the basic requirements for interactions and coordination between the Company and Certified Suppliers necessary for ensuring the delivery of Competitive Retail Electric Service from Certified Suppliers to their Customers commencing on and after January 1, 2001. A Customer served by a Certified Supplier pursuant to this tariff shall remain a distribution Customer of the Company.

B. FERC Jurisdiction

The inclusion of FERC-jurisdictional matters within the scope of the Tariff is intended solely for informational purposes and is not intended to accord any jurisdictional authority over such matters to the Public Utilities Commission of Ohio. Furthermore, to the extent that anything stated herein is found by FERC to conflict with or to be inconsistent with any provision of the Federal Power Act ("FPA"), or any rule, regulation, order or determination of FERC under FPA, then such FERC rule, regulation, order or determination of FERC shall control. To the extent required under any provision of the FPA, or any rule, regulation, order or determination of FERC under the FPA, the Company shall endeavor to secure, from time to time, all necessary orders, approvals, and determinations from FERC necessary to implement this Tariff.

III. RELATIONSHIPS AMONG CUSTOMER CHOICE PROGRAM PARTICIPANTS

A. Provision of Coordination Services

The Company shall provide all Coordination Services, as provided herein, necessary for the delivery of a Certified Supplier's Competitive Retail Electric Services to serve retail load located within the Company's certified service territory.

B. Timeliness and Due Diligence

The Company and Certified Suppliers shall exercise due diligence in meeting their obligations and deadlines under this Tariff so as to facilitate supply of Competitive Retail Electric Service to customers.

C. Duty of Cooperation

The Company and Certified Supplier will cooperate in order to ensure delivery of Competitive Retail Electric Service to Customers as provided for by this Tariff, the Standard Rules and Regulations, the FE OATT, the FE Market-Based Rate Tariff.

D. State Certification

Certified Supplier must have and maintain in good standing a certificate from the Commission as a Certified Supplier. The Certified Supplier shall notify the Company within three (3) business days of any amendment, revocation, termination or other change in its Certification.

E. Energy Procurement

A Certified Supplier must make all necessary arrangements for supply and delivery of capacity and energy in a quantity sufficient to serve its own Customers. In the event the Certified Supplier fails to supply sufficient capacity and energy to serve its customers, the Certified Supplier shall be responsible for payment for such capacity and energy as provided in Section XV of this Tariff (Imbalance Service) and all other applicable sections of this tariff.

IV. COMPANY AND CERTIFIED SUPPLIER OBLIGATIONS (GENERAL TERMS)

A. Multiple Certified Suppliers

Only one Certified Supplier shall provide Competitive Retail Electric Service to a specific Customer's Account during any given Billing Cycle, unless otherwise provided by the Company's tariff.

B. Partial Competitive Retail Electric Service

A Customer's Account is not permitted to have partial Competitive Retail Electric Service. The Certified Supplier shall be responsible for providing the total energy consumed by the Customer's Account during any given Billing Cycle, unless otherwise provided by the Company's tariff.

C. Consolidated Scheduling

Schedules may be combined if submitted to a single dispatch center using a single class of transmission service (e.g. network service) and the transmission service, for all loads scheduled, provides for the same method of calculating energy imbalance settlements. Such consolidated scheduling shall, for example, permit the combined scheduling of retail loads across the FirstEnergy Companies in Ohio that use a single dispatch center and for combined scheduling for retail and wholesale loads under the above stated circumstances.

Combining retail and wholesale schedules is permitted only if the same method of calculating energy imbalance settlements is used for both. It is anticipated there will be different methods when competition begins, and combining schedules will not be permitted. However, there may eventually be a single method when scheduling is done by a regional transmission (RTO), and then combining schedules would be permitted, if otherwise permitted by the RTO.

D. FE-SCC Services and Obligations

1. A Certified Supplier is responsible for procuring, taking and paying for those services provided by the FE-SCC that are necessary for the delivery of Competitive Retail Electric Services to its Customers pursuant to the Service Agreement for Network Integration Transmission Service under the FE OATT and this Tariff.
2. Ancillary services will be provided by the Company to customers at the rates included in the applicable Company retail tariff. A Certified Supplier may acquire Regulation and Frequency Response, Operating Reserve – Spinning, and Operating Reserves – Supplemental from another source if it demonstrates to the Company that it meets all North America Electric Reliability Council (“NERC”) and regional requirements, and will be subject to all associated sanctions for failure to provide Ancillary Services as specified in the FE OATT. Ancillary Services provided by a Certified Supplier must be provided for all of the Customers it supplies and must be provided as long as the Certified Supplier is supplying its Customers. The Certified Supplier may not supply such services one month and then decline to supply them the next month. Failure to supply Ancillary Services will result in a suspension of the Certified Supplier's registration until resumption of such services by the Certified Supplier occurs.
3. The Certified Supplier is responsible for providing all real power losses that are necessary for the delivery of Competitive Retail Services to its Customers. The amount of losses to be provided by the Certified Supplier are as specified in the FE OATT and the Service Agreement for Network Integration Transmission. If mutually agreed, the Certified Supplier may acquire real power losses from the Company at the rate specified in the FE OATT.

E. Energy Scheduling

A Certified Supplier must make all necessary arrangements for scheduling the delivery of energy with FE-SCC.

F. Reliability Requirements

A Certified Supplier shall satisfy the reliability requirements of the Commission, or any other governmental agency or NERC or regional reliability council or their successor which apply to service provided under this Tariff.

G. Supply of Data

Upon reasonable request a Certified Supplier and the Company shall supply to the other all data, materials or other information specified in this Tariff, or otherwise reasonably required by the Certified Supplier or Company in connection with the provision of Coordination Services, in a timely manner.

H. Communication Requirements - A Certified Supplier shall implement:

1. A VAN and a single EDI file transfer protocol, as determined by the Company. Both data transfer methods must meet the minimum criteria of, and be endorsed by, the Company.
2. **Internet Access.** A Certified Supplier shall have appropriate software for access to the Company's secure internet site for file viewing and downloads
3. **Electronic Mail.** A Certified Supplier shall have electronic mail ("e-mail") capable of transferring energy schedules to FE-SCC.

I. Payment Obligation

The Company's provision of Coordination Services to a Certified Supplier is contingent upon the Certified Supplier's payment of all charges provided for in this Tariff.

J. Record Retention

A Certified Supplier shall comply with all applicable laws and the Commission rules and regulations for record retention.

K. Emergency Operation

1. Transmission service shall be provided pursuant to the FE OATT. The Certified Supplier shall accept the FE-SCC determination that an emergency exists and will comply with all FE-SCC directives issued pursuant to the FE OATT
2. The Certified Supplier shall require its Customer to shed load to rectify any imbalance it has created in failing to meet its Schedule in the event that the FE-SCC is unable to secure energy/capacity. The Company shall use reasonable commercial efforts to supply the load of the Certified Supplier's customers, including the imbalance load if any. However, the Certified Supplier shall curtail its schedule to rectify any imbalance between its actual load and its lesser schedule in the event that the FE-SCC is unable to secure energy and or capacity to supply that difference in load.

3. **Emergency shutoff.** The Company has the right to curtail a Certified Supplier's schedule in order to maintain system integrity or to otherwise prevent the occurrence of a system emergency or to rectify the occurrence of a system emergency. The Company has the right to require redispatching of generation resources in accordance with the FE OATT, Section 33, Load Shedding and Curtailment to relieve an existing or potential system emergency

V. SUPPLIER REGISTRATION AND PARTICIPATION REQUIREMENTS

A. Registration Process

The Company shall approve or disapprove the EGS registration within thirty (30) calendar days of receipt of complete registration information from the supplier. The thirty (30) day time period may be extended for up to thirty (30) days for good cause shown, or until such other time as is mutually agreed to by the EGS and the Company.

The approval process shall include, but is not limited to: successful completion of the credit requirements and receipt of the required collateral if any by the Company, executed EDI Trading Partner Agreement and Certified Supplier Service Agreement, payment and receipt of any supplier registration fee and completion of EDI testing for applicable transaction sets necessary to commence service.

B. Registration for Coordination Services

An EGS seeking to obtain Coordination Services hereunder must deliver to the Company a completed registration, consisting of the following.

1. a Coordination Agreement fully executed in triplicate by a duly authorized representative of the EGS;
2. a) for all customers served at less than 69 kV and those above 69 kV who request Network Integration Transmission Service, a Service Agreement For Network Integration Transmission Service under the FE OATT fully executed in triplicate by a duly authorized representative of the EGS;

b) for Certified Suppliers supplying service to transmission level retail customers, i.e., 69 kV and above, a Service Agreement for any applicable service related provision of the FE OATT fully executed in triplicate by a duly authorized representative of the EGS;
3. a Service Agreement under the FE Market-Based Rate Tariff, fully executed in triplicate by a duly authorized representative of the EGS;
4. the EGS's Ohio sales tax identification number;
5. a copy of the EGS's certification issued by the Commission to provide Competitive Retail Electric Services to the Company's retail customers;
6. a copy of the EGS's certification application submitted to the Commission to apply for its certificate;
7. a Credit History Form, available from the Company, fully completed in duplicate; and

8. for Customers that have elected the one-bill option, a copy of the Certified Supplier's rate schedule must be provided to the Company, which will seek to implement such rate schedule within two weeks, but in no event longer than 90 days of receipt. The Company reserves the right to limit the number of rates per Certified Supplier prior to the start date of competition.
9. the EGS must demonstrate to the Company's satisfaction that its Electronic Data Interchange ("EDI") is fully functional and capable of performing the necessary data transference functions required to supply the Company with data necessary to operate its business.
10. a Service Agreement for Electronic Data Interchange Trading Partner fully executed in triplicate by a duly authorized representative of the EGS.

C. Incomplete Registrations

In the event the EGS fails to provide all of the information specified in Section V (B), the Company shall provide written notice to the EGS of the registration's deficiencies within ten (10) calendar days after the Company's receipt of the registration. The Company will not process an incomplete registration until the EGS corrects the deficiencies and delivers a completed registration to the Company.

D. Grounds for Rejecting Registration

The Company may reject a registration for Coordination Services on any of the following grounds:

1. the EGS has undisputed outstanding debts to the Company arising from its previous receipt of Coordination Services from the Company.
2. the EGS has failed to comply with payment and billing requirements specified in Rule 12 of the Tariff;
3. the Company has provided written notice to the EGS that a registration is incomplete and the EGS has failed to submit a completed registration within thirty (30) business days of deficiency notification.
4. the EGS has been rejected by the Company as not being creditworthy.
5. the EGS has failed to comply with all applicable requirements of the FE-OATT and the FE Market-Based Rate Tariff for its registration to be accepted as complete.
6. the EGS has contracted to use the services of more than one Scheduling Coordinator for service to customers within the Company's certified service territory. Use of more than one Scheduling Coordinator is not permitted.

7. The EGS has failed to execute an EDI Trading Partner Agreement, and/or has not completed EDI testing for applicable transaction sets necessary for the commencement of service.

E. Approval of Registration

Upon its approval of a registration for Coordination Services, the Company shall execute the Coordination Agreement tendered by the registrant and shall provide one copy to the EGS and maintain a copy for its own records. The Company shall send written notification of approval of registration to the EGS and the Commission.

F. Identification Numbers

Upon its approval of a registration for Coordination Services, the Company will use the assigned EGS identification number in subsequent electronic information exchange between the EGS and the Company. In addition, the Company may also assign to the EGS identification numbers that may be required by FE-SCC in connection with the submission and/or confirmation of load schedules for serving load in the Company's service territory.

G. Commencement of Coordination Services

Coordination Services shall commence within thirty (30) business days after the Commission issues its certification following the Company's approval of an EGS's registration for Coordination Services, provided that all of the information necessary for the Company to provide Coordination Services has been provided to the Company. Following certification by the Commission and registration with the Company, the EGS is considered a Certified Supplier, subject to compliance with this Tariff and the Commission's continuing authority.

VI. CREDIT REQUIREMENTS

The Company will apply, on a non-discriminatory and consistent basis, reasonable financial standards to assess and examine an EGS's creditworthiness. These standards will take into consideration the scope of operations of each EGS and the level of risk to the Company. This determination will be aided by appropriate data concerning the EGS, including load data or reasonable estimates thereof, where applicable.

An EGS shall satisfy its creditworthiness requirement and receive an unsecured credit limit by demonstrating that it has, and maintains, investment grade long-term bond ratings from any two of the following four rating agencies:

AGENCY	SENIOR SECURITIES RATING (BONDS)
Standard & Poors	BBB- or higher
Moody's Investors' Services	Baa3 or higher
Fitch IBCA	BBB- or higher
Duff & Phelps Credit Rating Company	BBB- or higher

The EGS will provide the Company with its or its parent's most recent independently-audited financial statements, (if applicable) and, its or its parent's most recent Form 10-K and Form 10-Q (if applicable).

The Company shall make reasonable alternative credit arrangements with an EGS that is unable to meet the aforementioned criteria and with those EGSs whose credit requirements exceed their allowed unsecured credit limit. The EGS may choose from any of the following credit arrangements in a format acceptable to the Company: a guarantee of payment; an irrevocable Letter of Credit; a Prepayment Account established with the Company; a Surety Bond, including the Company as a beneficiary; or other mutually agreeable security or arrangement. The alternate credit arrangements may be provided by a party other than the Certified Supplier, including one or more ultimate customers. The fact that a guarantee of payment, irrevocable Letter of Credit, Prepayment Account, or Surety Bond is provided by a party other than the Certified Supplier shall not be a factor in the determination of the reasonableness of any alternative credit arrangement, as long as such party and the related credit arrangements meet the Company's standard credit requirements. The amount of the security required must be and remain commensurate with the financial risks placed on the Company by that EGS, including recognition of that EGS's performance.

The Company will make available on request its credit requirements. An EGS may appeal the Company's determination of credit requirements to the Commission or seek Staff mediation as to any dispute.

VII. CUSTOMER ENROLLMENT PROCESS

A. Pre-Enrollment Customer Information List

Upon request, the Company will electronically provide to any Certified Supplier the most recent Customer information list. The Certified Supplier will pay the Company \$150.00 per list for providing the list to the Certified Supplier.

The Company will offer the Customer information list to Certified Suppliers beginning in October 2000 with updates available quarterly throughout the market development period. Once the list has been updated, a Certified Supplier may not use a Customer information list from a prior quarter to contact Customers, but Certified Suppliers shall not be required to purchase subsequent lists.

The Company will provide Customers the option to have all the Customer's information listed in the section below removed from the Customer information list. At the same time the Company will also provide Customers the option to have all Customer's information listed below reinstated on the Customer information list. The Customer will be notified of his or her options quarterly throughout the market development period.

The following information will be provided on the Customer information list for each Customer who has not requested that all information be removed from this list:

- i) End-use Customer name
- ii) Service Address
- iii) Service City
- iv) Service State and Zip Code
- v) Mailing Address
- vi) Mailing City
- vii) Mailing State and Zip Code
- viii) Rate Schedule under which service is rendered, including class and sub-class (if applicable)
- ix) Rider (if applicable)
- x) Load Profile Reference Category
- xi) Meter Type (will provide information that is readily available)
- xii) Interval Meter data indicator (will provide information that is readily available)
- xiii) Budget Bill / PIPP indicator
- xiv) Meter Read Cycle
- xv) Most recent twelve (12) months of historical consumption data (actual energy usage plus demand, if available)

The Company will provide the Customer information list by either a compact disc or on a designated website. The information will be prepared and distributed in a uniform and useable format that allows for data sorting. Customers participating in the percentage of income payment plan (PIPP) program will be coordinated exclusively through the PIPP program administered by the Ohio Department of Development.

B. Certified Supplier Requests for Customer Information

Certified Suppliers may request historical Interval Meter data through a DASR after receiving the appropriate Customer authorization. The Interval Meter data will be transferred in a standardized electronic transaction. The Certified Supplier will be responsible for the costs incurred to prepare and send such data per the Schedule of Fees and Charges attached hereto.

C. Direct Access Service Requests (DASRs)

Enrollment of Customers is done through a DASR, which may be submitted only by a Certified Supplier.

DASRs will be effective on the next Meter Read Date provided that it is received by the Company at least twelve (12) calendar days before the next Meter Read Date, unless otherwise provided in the Company's tariff.

All DASRs will be submitted to the Company no more than thirty (30) calendar days prior to the scheduled Meter Read Date when the Certified Supplier desires the switch to occur, unless otherwise agreed upon by the parties. The Company will process all valid DASRs and send the Customer confirmation within two business days.

Simultaneous with the sending of the notice to the Customer, the Company will electronically advise the Certified Supplier of acceptance. Notice of rejection of the DASR to the Certified Supplier shall be sent in one business day, if possible, but in no event later than four (4) calendar days, and include the reasons for the rejection. The Company shall provide a rescission period as provided by the Commission's rules. If the Customer rescinds, the Company shall send a drop notice to the Certified Supplier. In the event of Customer rescission, the previous Certified Supplier will continue to serve the Customer under the same terms and conditions.

Enrollments will be processed on a "first in" priority basis based on the received date, and using contract date as the tie-breaker. Any subsequent enrollment DASRs received within the same Billing Cycle will be rejected and returned to the Certified Supplier who submitted the DASR.

To participate in the Customer Choice Program, a Customer must have an active electric service account with the Company. After the electric service account is active, a Certified Supplier may submit a DASR as described herein.

D. Certified Supplier Selection

The Certified Supplier will obtain appropriate authorization from the Customer, or from the person authorized, per Commission requirements, to act on the Customer's behalf, indicating the Customer's choice of the Certified Supplier. The authorization must provide the customer's name, address, and account number. It is the Certified Supplier's responsibility to maintain records of the Customer's authorization in order to provide documented evidence of authorization to the Company and the Commission.

A Customer may have only one firm power Certified Supplier for any billing month for each customer account with the Company. For each customer account with the Company, a Customer may not split non-interruptible generation supply between two Certified Suppliers or between the Company's Standard Offer Supply and service by a Certified Supplier during a billing month. No Customer shall be provided with Competitive Retail Electric Services by more than one Certified Supplier during the same billing month for each customer account.

If a Customer contacts the Company to request initial service from a Certified Supplier or to request a change of Certified Supplier, the Company will inform the Customer that the Certified Supplier must be contacted directly with the request.

If a Customer contacts the Company to discontinue electric service at the Customer's then current location, and initiates a request for service at a new location in the Company's service territory, the Company will notify the current Certified Supplier of the Customer's discontinuance of service for the account at the Customer's old location.

If the Company elects to change the account number for a Customer receiving Competitive Retail Electric Service from a Certified Supplier, the Company will notify the Certified Supplier of the change in account number at the same Customer location.

E. Provisions relating to a Certified Supplier's Customers

1. Arrangements with Certified Supplier's Customers

Certified Suppliers shall be solely responsible for having appropriate contractual or other arrangements with their Customers necessary to implement Competitive Retail Electric Service consistent with all applicable laws, Commission requirements, and this Tariff. The Company shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements.

2. Transfer of Cost Obligations Between Certified Suppliers and Customers

Nothing in this Tariff is intended to prevent a Certified Supplier and a Customer from agreeing to reallocate between them any Charges that this Tariff imposes on the Certified Supplier, provided that any such agreement shall not change in any way the Certified Supplier's obligation to pay such Charges to the Company, and that any such agreement shall not confer upon the Company any right to seek recourse directly from the Certified Supplier's Customer for any charges owed to the Company by the Certified Supplier.

F. Customer Return to Standard Offer Supply

A Customer's return to Standard Service Offer may be a result of Customer choice, supplier default, termination of a supplier contract, opt out or termination of a governmental aggregation program, or supplier withdrawal. A Customer may contact the Company to return to the Company's Standard Offer Supply. The return to the Standard Offer Supply shall be conducted under the same terms and conditions applicable to an enrollment with a Certified Supplier. Thus, the Company will provide a rescission period consistent with the Commission rules. Provided the Customer has observed the applicable notification requirements and the Company has effectuated the request to return to the Standard Offer Supply twelve (12) calendar days prior to the next regularly scheduled Meter Read Date, the Customer will be returned to the Standard Offer Supply on the next regularly scheduled Meter Read Date.

Large Commercial and Industrial Customers Return to Standard Offer Rate

Return to Standard Offer Supply will be pursuant to the Company's Standard Rules and Regulations Section XIV Return to Standard Offer Supply.

Residential and Small Commercial Customers Return to Standard Offer Rate

Residential and Small Commercial Customers return to Standard Offer Supply will be pursuant to the Company's Standard Rules and Regulations Section XIV Return to Standard Offer Supply.

VIII. CUSTOMER INQUIRIES AND REQUESTS FOR INFORMATION

A. Customer Requests for Program Information and/or Usage Data

Upon request, Customers will be sent an information package containing a summary of the program and a current list of Certified Suppliers, which will be sent to the Customer's service or mailing address.

The list of Certified Suppliers will be provided to any Customer upon request, all new Customers, any Customer who is dropped for nonpayment by a Certified Supplier, an Customer who returns due to default by a Certified Supplier, and as otherwise required by Commission rules.

The list of Certified Suppliers will be posted on a designated website. The list of Certified Suppliers will contain suppliers currently registered to enroll Customers in the Company's service territory and, until March 1, 2001, EGSs that have a registration pending with the Company. The list of Certified Suppliers will also designate, if available, which customer classes Certified Suppliers will be serving.

IX. METERING SERVICES AND OBLIGATIONS

A. Meter Requirements

Interval Meters will be required for Customers who select a Certified Supplier and have a maximum annual peak demand greater than or equal to 400kW in 2001-2002, 300kW in 2003, and 200kW thereafter for the most recent twelve (12) month period and for all Customers whose expected load pattern does not match one of the Company's standard load profiles.

B. Interval Meter Charges and Installation Process

The Customer or Certified Supplier may request an Interval Meter for use at any account below the interval meter threshold. The Customer shall be responsible for the incremental costs of upgrading the present meter plus all incremental costs associated with the installation of required or requested interval metering.

The Customer or the Customer's Certified Supplier may select a meter from the Company's approved equipment list. The Customer or its Certified Supplier may communicate with the meter for the purpose of obtaining usage data, subject to the Company's communication protocol. Any changes in the Customer's meter necessary to accommodate a Certified Supplier's systems, price schedules, telemetry or other requirements must be compatible with and meet the Company's specifications for metering and any applicable regulations. Either the Customer or the Certified Supplier shall provide, at its sole cost and expense, the installation, operation and maintenance of the required compatible communication/telephone link(s) in order to transmit metered information from meters equipped for telemetry of metered data.

A Customer that is required to have interval metering must approve a work order for Interval meter installation before it can be served by a Certified Supplier. For Customers who are required to have an Interval Meter for the requested service, service may begin, assuming an approved work order, using a Company load profile for settlement; consumption meter reads would continue to be used for billing. This would be the approach during the period between when the Customer has requested an Interval Meter and the time that the Company is able to install such a meter. Customer shall provide adequate space for such Interval metering; should provide access for meter reading, meter testing, etc.

C. Billing Meters

Any meter used for billing, capacity and energy obligations and reconciliation determinations shall be installed, owned and maintained by the Company. All meters used for billing shall be maintained and tested in accordance with applicable Commission regulations.

D. Meter Testing

The Company will test designated Company-owned meters upon the written request of the Certified Supplier. If the accuracy of a Company-owned meter is found to be outside Commission requirements, the costs of such test shall be borne by the Company. If a Company-owned meter is tested and found to be within Commission accuracy requirements, the costs of such test shall be borne by the Certified Supplier. Any Company-owned meter found to be outside Commission accuracy requirements or otherwise defective shall be adjusted, repaired or replaced at the sole cost or expense of the Company, unless such deviation is determined to be the fault of the Customer or the Certified Supplier. Imbalance reconciliations under Section XV shall not be adjusted for any meter inaccuracies. If the Customer requests these meter tests then the rate charged is determined by the regulations.

E. Meter Reading

The Company shall read Customer meters on a monthly basis or as otherwise provided in its Standard Rules and Regulations or in Commission regulations. It is understood that it may not be possible in some circumstances to read a Customer's meter in a particular month. In such case, the Company shall estimate the meter reading in accordance with its standard procedures and Standard Rules and Regulations, and such estimate shall constitute the meter reading for the month.

F. Billing Cycles

Meters will be read and billed on a monthly basis on a predetermined meter reading schedule. The Company uses 21 billing cycles per revenue month. Each business day¹ one of the cycles will be read until all 21 cycles have been read and the month is considered complete for reporting and revenue purposes. Meter reading intervals will be performed on the Company's existing schedules and will cover approximately 30 days, but may vary between 27 to 35 days. The Company may change its meter reading schedules at its discretion. If a Certified Supplier requires or requests more consumption data than is normally provided by the monthly meter reading, the additional information will be obtained provided that appropriate metering is installed by the Company and that any incremental costs are paid by the Certified Supplier.

¹ "Business days" for purposes of billing cycles shall include all days in a calendar year except: Saturdays and Sundays and Company observed holidays as specified in its Standard Rules and Regulations.

G. Meter Data Provided by the Company to a Certified Supplier

Regardless of whether the Company or a Certified Supplier performs Customer billing for a Certified Supplier's energy charges, the Company will make available to a Certified Supplier monthly files containing meter readings, total kWh usage, registered maximum demand (where applicable), and reading type information (i.e., actual or estimated), and any other relevant information mutually agreed upon by the Company and Certified Supplier, for each of the Certified Supplier's Customers, as it becomes available by billing route.

Summary Interval Meter Data. Interval meters are read on a monthly schedule, and raw hourly data is processed through the Company's metering subsystem, which in turn provides summary information to the Company's Customer billing system. This summary information consists of total kWh usage over the billing cycle, and maximum on-peak and off-peak demands over the billing cycle. This summary information will be provided to a Certified Supplier on a monthly basis for that Certified Supplier's Customers equipped with interval metering equipment. Should an interval metered Customer, or that Customer's Certified Supplier, request hardcopy or electronic file formats of non-summary information (detailed hourly or sub-hourly metering information), the Company will provide such information, to the extent that it is available, by account, with the Certified Supplier being responsible for the Company's cost of providing such information per the Schedule of Fees and Charges.

H. Interval Meter Interrogation

If a Certified Supplier wants to interrogate a Interval Meter directly, via a read-only software product, this request must be in writing to the Company and a one time fee of \$65.00 will be charged in order to password protect the billing parameters of the Interval Meter.

X. BILLING SERVICES AND OBLIGATIONS

A. Customer Billing by the Company

All Certified Supplier charges to Customers, if billed by the Company, shall be billed in accordance with the Standard Rules and Regulations and individual service tariffs and the following provisions:

B. Company Billing for Certified Supplier

Nothing in this Rule shall require the Company to manually bill more Customers within a rate class than it bills manually for its distribution service Customers. Within this context, if the Company's billing system has the capability to bill the price plans offered by the Certified Supplier, the Certified Supplier may request the Company to do all or some of the billing for the Certified Supplier's Customers based on the Customers' preferences. Pricing must be compatible with existing metering.

In those situations where the Company's billing system is unable to calculate the Certified Supplier charges under the pricing format being used by the Certified Supplier, the Company will provide the Certified Supplier with sufficient meter data on a timely basis so that the Certified Supplier can bill the Customer directly under the two-bill method. The Company billing for Certified Suppliers will be done through a rate ready method only. Under the rate ready method, the Company bills the Customer under a rate schedule provided by the Certified Supplier.

C. Billing Files

Where the Certified Supplier has requested the Company to act as the Certified Supplier's billing agent, the Company shall electronically transmit files of billing detail daily to the Certified Supplier. Such files shall include the Customer account number, rate codes, usage information, demand and energy charges, sales tax, and other Certified Supplier charges.

XI. CUSTOMER PAYMENT PROCESSING AND COLLECTIONS FOR CONSOLIDATED BILLING

A. Company Reimbursement to Certified Supplier for Customer Payments

Where the Company acts as the billing agent for the Certified Supplier, the Company shall reimburse the Certified Supplier for all energy charges, late fees, sales taxes, and other charges collected on behalf of the Certified Supplier at least every two weeks. The Certified Supplier assumes all risks of non-payment by a Customer and the Company is obligated to remit to the Certified Supplier only the difference between (a) amounts received from Customers taking service from the Certified Supplier and (b) any amounts owed to the Company by or with respect to such Customer, consistent with the application of payment procedures set forth in Section XI (B) below.

B. Application of Payment

The Company will conduct all remittance processing of current customer charges. In the event that a Customer remits a partial payment of a bill, the remittance will be applied against the various amounts that may be due and owing to the Company and the Certified Supplier, in the order set forth in O.A.C 4901:1-10-22(I). Any amount remitted by a Customer in excess of the total due and owing the Company will be held in the Customer's account with the Company for distribution in the following billing cycle(s) or, at the Customer's request, will be refunded to the Customer. In the event that any Customer checks are returned dishonored by a bank, the corresponding debits will be applied in inverse order to the order set forth above for the application of remittances. The Company will correct any misapplied payments or transactions. The Company will also provide the Certified Supplier an electronic file consisting of Customer payments and any returned checks and/or Customer adjustments. The monthly billing statement and invoice rendered by the Company to the Certified Supplier, as described in Section XII (B) below, will include charges to be paid by the Certified Supplier for costs associated with this electronic funds transfer, as set forth in the Schedule of Fees and Charges.

C. Certified Supplier Billing Data

The Certified Supplier shall provide all data in its possession necessary for the timely generation of bills. A failure of the Certified Supplier to provide necessary data to the Company in a timely fashion may delay generation of a bill for the month to which the data pertains. In such instances, the Certified Supplier is responsible for all fines and violations, if any, arising as a consequence of the Company's inability to render a timely bill.

D. No Certified Supplier Termination of Service

The Certified Supplier will not be permitted to physically terminate electric service to a Customer for nonpayment.

XII. CERTIFIED SUPPLIER BILLING TERMS AND CONDITIONS

A. Netting of Customer Payment and Certified Supplier Charges Billed by the Company

If the Certified Supplier defaults and the Company is performing Consolidated Billing of Customers for the Certified Supplier, the Company reserves the right to retain the payments collected from the Customers and apply the payments to the Company's charges.

B. Certified Supplier Payment of Obligations to the Company

A Certified Supplier shall pay all Coordination Services Charges or any other Charge it incurs hereunder in accordance with the following provisions:

- 1. Billing Procedure.** Each month, the Company shall submit an invoice to the Certified Supplier for all Coordination Service Charges provided under this Tariff. The invoice may be transmitted to the Certified Supplier by any reasonable method requested by the Certified Supplier. A Certified Supplier shall make payment for Charges incurred on or before the due date shown on the bill. The due date shall be determined by the Company and shall not be less than three (3) banking days from the date of transmittal of the bill.
- 2. Manner of Payment.** The Certified Supplier shall make payments of funds payable to the Company by wire transfer to a bank designated in Section XII.(B.3.). The Company may require that a Certified Supplier that is not Creditworthy tender payment by means of a certified, cashier's, teller's, or bank check, or by wire transfer, or other immediately available funds. If disputes arise regarding a Certified Supplier bill, the Certified Supplier must pay the undisputed portion of disputed bills under investigation.
- 3. Wire Transfer.** Payment to the Company by the Certified Supplier must be made by electronic wire transfer or such other means as will cause payment to be available for the use of the Company on the due date. All payments shall be wire transferred to the bank designated by the Company.
- 4. Late Fee for Unpaid Balances.** If payment is made to the Company after the due date shown on the bill, a late fee will be added to the unpaid balance until the entire bill is paid. This late fee will be 1 1/2% per month on the unpaid balance.

5. Certified Supplier's Failure To Pay. In the event the Certified Supplier fails, for any reason other than a billing dispute as described below, to make payment to the Company on or before the due date as described above, and such failure of payment is not corrected within five (5) business days after the Company notifies the Certified Supplier to cure such failure, a breach by the Certified Supplier shall be deemed to exist. In the event of a billing dispute between the Company and the Certified Supplier, the Company will continue to provide service pursuant to the Coordination Agreement and the Tariff as long as the Certified Supplier continues to make all payments not in dispute.

(a) **Certified Supplier Offset.** In the event a Certified Supplier is deemed to be delinquent under XII.(B.5.), the Company, may at its sole discretion, reduce the reimbursement to the Certified Supplier for amounts collected by the Company by the amount owed to the Company.

C. Billing for Supplier Obligations to Other Parties

The Company will assume no responsibility for billing between a Certified Supplier and any party other than the Company.

D. Guarantee of Payments

Before the Company will render service or continue to render service, the Company will require an applicant for Coordination Service or a Certified Supplier currently receiving such service that has Bad Credit to provide a cash deposit, letter of credit, surety bond, guarantee, or other financial instrument satisfactory to the Company. The Company will use the financial instrument as security for the payment of final bills, protection against Certified Supplier default on breaches, and compliance with the Company's Rules and Regulations. In addition, the Company may require a Certified Supplier to post a deposit at any time if the Company determines that the Certified Supplier is no longer Creditworthy.

E. Amount of Deposits

The deposit shall be equal to the value of Coordination Services Charges the Company projects the Certified Supplier will incur during the next three billing periods based on that Certified Supplier's forecasted load obligation.

F. Return of Deposits

Upon discontinuance or termination of service, deposits will be returned with accrued interest to the Certified Supplier upon payment of all service charges and guarantees or with deduction of unpaid accounts.

G. Interest on Deposits

The Company will allow simple interest on cash deposits calculated at the lower of the Interest Index or six (6) percent. Deposits shall cease to bear interest upon discontinuance of service (or, if earlier, when the Company closes the account).

H. The Company may increase the required amount of the financial instrument to an amount equivalent to the Certified Supplier's sales for the three peak months of the year, to protect against a breach or default by the Certified Supplier in the event the Certified Supplier fails to deliver energy to a Customer.

I. Credit Information

In addition to information required otherwise hereunder, a Certified Supplier shall be required to provide to the Company such credit information as the Company reasonably requires.

XIII. LOAD PROFILING AND FORECASTING

A. Customer Load and Weather Forecasting

The Company shall make available a day-ahead forecast of total control area load to Certified Supplier. The Certified Supplier is responsible for developing an aggregated load forecast for its Customer's load. The aggregated load forecast shall include transmission and distribution losses pursuant to Section XIII (C). The aggregated load forecast is subject to the Monthly Energy Imbalance Service and Rate provisions in XV as well as all other relevant sections of this Tariff. Day-ahead weather forecasting will be provided through an Internet web site link to an applicable source. The Company has no liability for the inaccuracy of such load and weather forecasts or any party's reliance thereon.

B. Forecasting Methodology

The load forecast developed by the Certified Supplier shall conform to Sections XIII (B.1) and XIII (B.2) as well as all other relevant sections of this Tariff and the FE OATT.

1. Monthly Metered Customer Forecasts

The Company shall provide to the Certified Supplier hourly load profiles including transmission and distribution losses for the various rate classes of the Company's retail customers that do not have interval metering. The Company at its discretion may update, add, or modify the load profiles for any or all customer rate classes during the term of the Tariff on a prospective basis.

2. Hourly Metered Customer Forecasts

The Certified Supplier shall forecast its Customers' load for hourly metered Customers, adjusted for the inclusion of losses.

C. Real Power Losses

Losses will be calculated by multiplying the Retail Customer(s) load times the applicable Real Power Loss Factor specified below:

Service Voltage Level	Cumulative Loss Factor
138 kV	2.0%
69 kV	3.4%
23 kV to < 69 kV	3.5%
2.4 kV to < 23 kV	6.4%
< 2.4 kV	10.1%

XIV. LOAD SCHEDULING

A. Whole Megawatts (MWs)

For any hour when the entity acting as a Scheduling Coordinator supplies electric energy to its Customer it must submit a schedule. Scheduling shall be done in whole MW amounts. Scheduling of ones (1) and zeros (0) will be permitted for loads of less than one (1) MW. All Scheduling Coordinators must follow the required scheduling mechanisms in accordance with the FE OATT.

B. Energy Schedules

The Certified Supplier, or its designated Scheduling Coordinator, shall be responsible for scheduling energy and purchasing all transmission services (including Ancillary Services) necessary to get energy to the Customer's point of delivery. Transmission services, losses and Ancillary Services from the point of receipt to the Customer's point of delivery shall be provided pursuant to the Service Agreement for Network Integration Transmission Service under the FE OATT.

C. Submitting Energy Schedules

The format of the energy schedule shall be that provided by the Company to the Certified Supplier or its designated Scheduling Coordinator. Schedules shall be e-mailed to FE-SCC (aggregated by source of supply) no later than 10:00 a.m. of the day prior to commencement of such service. Schedules submitted after 10:00 a.m. will be accommodated if practical. In the event e-mail is unavailable, suppliers will be informed of an alternative method of communication. Separate Certified Supplier specific hourly Schedules must be provided by the Certified Supplier or its designated Scheduling Coordinator for each point of receipt to which energy is to be delivered to the FirstEnergy System. Hour-to-hour energy schedules that are to be delivered must be stated in increments of whole MW values per hour. The Company reserves the right to require a Certified Supplier or its designated Scheduling Coordinator to schedule hourly loads based upon the appropriate load profiles for the forecasted conditions.

D. Energy Schedule Changes

Schedule changes will be permitted up to twenty (20) minutes before the start of the next clock hour provided that the delivering party and receiving party both agree to the schedule modification.

E. Participation through a Scheduling Coordinator

If a Certified Supplier chooses not to interact directly with the Company for scheduling purposes, a Certified Supplier may become a Coordinated Certified Supplier by entering into a business arrangement with another Certified Supplier that will act as a Scheduling Coordinator. A Coordinated Certified Supplier may enter into this business arrangement with a Scheduling Coordinator for an individual service, such as load forecasting, or for a variety of services including assessing import capability, load forecasting, scheduling, and reconciliation rights and responsibilities. To the extent it is responsible for the following activities, the Scheduling Coordinator's assessment of import capability, load forecasting, scheduling, and reconciliation rights and responsibilities shall include its own Customers and the Customers of its Coordinated Certified Suppliers. All actions of the Scheduling Coordinator that relate to one of its Coordinated Certified Suppliers are binding on, and attributable to, said Coordinated Certified Supplier.

F. Designation a Scheduling Coordinator

To designate a Scheduling Coordinator, a Certified Supplier must provide the Company with a completed Scheduling Coordinator Designation Form, which is a part of this Tariff, fully executed by both the Certified Supplier and the Scheduling Coordinator. The Scheduling Coordinator Designation Form is not intended to supplement or replace any agency contract between a Certified Supplier and a Scheduling Coordinator.

G. Change in or Termination of Scheduling Coordinator

To change Scheduling Coordinators, or cease using a Scheduling Coordinator, a Certified Supplier shall notify the Company in writing and said notice shall specify the effective month of the change or termination. The effective day of the change or termination shall be the first day of the calendar month after the date of the notification letter unless notification is received by the Company less than ten business days before the first day of that month, in which case the effective day of the change shall be the first day of the subsequent month. In the event a Certified Supplier ceases using a Scheduling Coordinator, a Certified Supplier shall immediately resume the direct performance of all Certified Supplier obligations under this Tariff.

H. Scheduling and Reconciliation through a Scheduling Coordinator

Coordinated Certified Suppliers cannot, on an individual basis, submit Schedules or propose scheduling changes to the Company. Rather, the Scheduling Coordinator is responsible for submitting all Schedules and changes thereto on behalf of itself as well as its Coordinated Certified Suppliers. The Scheduling Coordinator shall submit separate Schedules on behalf of itself as well as its Coordinated Suppliers. The Scheduling Coordinator shall be the sole point of contact with the FE-SCC in regard to all scheduling activities, and to the FirstEnergy Competitive Retail Electric Service Certified Supplier Contracts Administrator for all reconciliation activities.

I. Primary Obligations of a Coordinated Supplier

Notwithstanding their designations of Scheduling Coordinators, each and every Certified Supplier remains primarily responsible for fully satisfying the requirements of this Supplier Tariff.

J. Multiple Scheduling Coordinators

A Certified Supplier is prohibited from contracting with multiple Scheduling Coordinators for service under this Supplier Tariff.

XV. TRANSMISSION AND RETAIL ENERGY IMBALANCE SERVICE

A. Monthly Settlement

Energy Imbalances will be calculated and settled within sixty (60) calendar days after the end of a calendar month, unless otherwise stated in accordance with the Company's OATT.

B. General Description

The Energy Imbalance Service accounts for mismatches between the energy delivered by a Certified Supplier's Schedule for serving its Customers and the energy that was actually used by those Customers. The energy imbalance calculation shall occur after the monthly reading of Customers' meters. The Certified Supplier agrees that Energy Imbalance Service will be provided under the rates, terms, and conditions of the FE OATT. The Certified Supplier shall enter into a Service Agreement for Network Integration Transmission Service prior to providing electric service to any Company retail customers. The Company shall be the default supplier in all instances when the Certified Supplier does not meet its Customer load and the Certified Supplier shall pay the Company for such supply.

C. Billing

Billing for energy imbalances shall be rendered by the Company on a monthly basis. Amounts owed by a Certified Supplier to the Company, or vice versa, shall be netted against one another and an invoice or payment, as the case may be, shall be sent by the Company in the appropriate amount. Failure by the Certified Supplier to render payment to the Company by electronic funds transfer within 14 banking days from the date of the invoice shall subject the Certified Supplier to a late penalty fee of 1-1/2% per month until paid in full. The Company shall have the right, but shall not be required, to net amounts owed by the Certified Supplier for energy imbalance against amounts owed to the Certified Supplier under the combined billing option in Section XII. If the Company does not receive written notification from the Certified Supplier of an objection to a transaction statement within fourteen (14) calendar days from the rendering thereof, said transaction statement shall be deemed conclusive and binding on the Certified Supplier.

D. Metered Data Collection

Meter data collected by the Company shall be used to calculate the quantity of energy actually used by a Certified Supplier's Customers for a particular energy imbalance period.

1. Monthly Metered Customers

Data from monthly metered Customers is collected corresponding to Customers' billing cycles. To reconcile energy mismatches on an hourly basis, the Company shall convert such meter data for Customers to equivalent hourly usage. Load profiles may be used at generation level for the inclusion of losses to derive an hour-by-hour usage.

2. Hourly Metered Customers

Data from hourly metered Customers will be collected by the Company on a monthly basis. To reconcile energy mismatches on an hourly basis, the Company will use the actual time interval data. The actual hourly metered energy consumption will be used at generation level for the inclusion of losses.

E. Monthly Energy Imbalance Service

On a calendar month basis, monthly metered Customers' actual usage and hourly metered Customers' actual usage shall be aggregated by the Company to arrive at the total hourly aggregated load for each Certified Supplier. The Monthly Energy Imbalance will be calculated for each individual Certified Supplier.

1. Energy Imbalance and Unaccounted For Energy

The total hourly aggregated load shall be used at generation level for the inclusion of losses. The hourly energy imbalance quantity shall be calculated by subtracting the Certified Supplier's hourly energy schedule submitted to the FE-SCC, including the effect of any confirmed changes to the energy schedule entered before FE-SCC deadlines from the Certified Supplier's total hourly aggregated load.

Energy Imbalance and Unaccounted For Energy will be calculated in accordance with the FE OATT.

F. Rates for Energy Imbalances

The rates for energy imbalances shall be those specified in the FE OATT and the Service Agreement for Network Integration Transmission Service or successor agreement between the Company and the Certified Supplier.

XVI. SCHEDULING COORDINATORS

A. Designation or Change of a Scheduling Coordinator

A Certified Supplier may only designate one Scheduling Coordinator at a time. Nothing in this Tariff shall prohibit the Scheduling Coordinator from transacting with multiple generation sources.

XVII. CONFIDENTIALITY OF INFORMATION

A. Generally

All confidential or proprietary information made available by one party to the other in connection with the registration by a supplier with the Company and/or the subsequent provision and receipt of Coordination Services under this Tariff, including but not limited to load curve data, and information regarding the business processes of a party and the computer and communication systems owned or leased by a party, shall be used only for purposes of registration with the Company, receiving Coordination Services and/or providing Competitive Retail Electric Service to Customers in the Company's service territory. Other than disclosures to representatives of the Company or Certified Supplier for the purposes of enabling that party to fulfill its obligations under this Tariff or for a Certified Supplier to provide Competitive Retail Electric Service to Customers in the Company's service territory, a party may not disclose confidential or proprietary information without the prior authorization and/or consent of the other party.

B. Customer Information

The Certified Supplier shall keep all Customer-specific information supplied by the Company confidential unless the Certified Supplier has the Customer's written authorization to do otherwise.

XVIII. VOLUNTARY WITHDRAWAL BY A CERTIFIED SUPPLIER FROM THE CUSTOMER CHOICE PROGRAM

A. Notice of Withdrawal to the Company

Notice of Withdrawal to the Company. A Certified Supplier shall provide electronic notice to the Company in a form specified by the Company of withdrawal by the Certified Supplier from Competitive Retail Electric Service on a per customer class basis in a manner consistent with any applicable Commission requirements.

B. Notice to Customers

Notice to Customers. A Certified Supplier shall provide notice to its Customers of withdrawal by the Certified Supplier from retail service in accordance with the Commission rules, regulations, or orders.

C. Costs for Noncompliance

A Certified Supplier that withdraws from Competitive Retail Electric Service and fails to provide at least ninety (90) days electronic notice of said withdrawal shall reimburse the Company for any of the following costs associated with the withdrawal:

1. mailings by the Company to the Certified Supplier's Customers to inform them of the withdrawal and their options;
2. non-standard/manual bill calculation and production performed by the Company;
3. Certified Supplier data transfer responsibilities that must be performed by the Company;
4. charges, costs, or penalties imposed on the Company by other parties resulting from Certified Supplier non-performance; and
5. Any and all other out-of-pocket expenses incurred by the Company as a result of the withdrawal.

D. Certified Supplier's Discontinuance of Service to Particular Customers

1. Notice of Discontinuance to the Company

A Certified Supplier shall provide electronic notice to the Company in a form specified by the Company of all intended discontinuance of service to Customers in a manner consistent with applicable Commission requirements.

2. Notice to Customers

A Certified Supplier shall provide advance notice to any Customer it intends to stop serving of such intended discontinuance in a manner consistent with any applicable Commission requirements.

3. Effective Date of Discontinuance

Any discontinuance will be effective only on a Meter Read Date and in accordance with the Certified Supplier switching rules in this Tariff and the Standard Rules and Regulations.

XIX. LIABILITY

A. General Limitation on Liability

The Company shall have no duty or liability with respect to Competitive Retail Electric Service before it is delivered by a Supplier toward an interconnection point with the Control Area. After its receipt of Competitive Retail Electric Service at the point of delivery, the Company shall have the same duty and liability for transmission and distribution service to customers receiving Competitive Retail Electric Service as to those customers receiving electric energy and capacity from the Company.

B. Limitation on Liability for Service Interruptions and Variations

The Company does not guarantee continuous, regular and uninterrupted supply of service. The Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes, or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. The Company is also not liable for any damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's control.

C. Additional Limitations On Liability In Connection With Direct Access.

Except as provided in this Tariff, the Company shall have no duty or liability to a Certified Supplier providing Competitive Retail Electric Services arising out of or related to a contract or other relationship between a Certified Supplier and a Customer of the Certified Supplier. The Company shall implement Customer selection of a Certified Supplier consistent with applicable rules of the Commission and shall have no liability to a Certified Supplier providing Competitive Retail Electric Services arising out of or related to switching Certified Suppliers, unless and to the extent that the Company is negligent in switching or failing to switch a Customer.

D. PUCO Approval of Above Tariff Language

The PUCO approval of the above tariff language in respect to the limitation of liability arising from the Company's negligence does not constitute a determination that such limitation language should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it should also be the court's responsibility to determine the validity of the exculpatory clause.

XX. DEFAULT, SUSPENSION, AND TERMINATION OF A CERTIFIED SUPPLIER

A. Events of Breach

An Event of Breach described in this Section XX (A), shall include, but is not limited to, the following:

1. failure to perform any material obligation under this Tariff;
2. a Certified Supplier's failure to maintain its certification as a Certified Supplier from the Commission;
3. a Certified Supplier's failure to make payment of any undisputed Coordination Services Charges in the time prescribed and nonpayment is not cured within five (5) business days;
4. the involuntary bankruptcy/insolvency of the Certified Supplier, including but not limited to, the appointment of a receiver, liquidator or trustee of the Certified Supplier, or a decree by such a court adjudging the Certified Supplier bankrupt or insolvent or sequestering any substantial part of its property or a petition to declare bankruptcy as to reorganize the Certified Supplier; or
5. a Certified Supplier's filing of a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law, or its consent to the filing of any bankruptcy or reorganization petition against it under any similar law; or, without limiting the generality of the foregoing, a Certified Supplier admits in writing its inability to pay its debts generally as they become due or consents to the appointment of a receiver, trustee or liquidator of it or of all or any part of its property.

B. Rights Upon Breach

Upon the occurrence of any such Event of Breach, the Company may, at any time, declare any amount owing to be immediately due and payable. Such amount will thereupon be immediately due and payable, without presentment, demand, protest, notice of protest or other notice of any kind, all of which are hereby expressly waived by the Certified Supplier. In case any one or more of the Events of Breach shall happen and be continuing, the Company may proceed to protect and enforce its rights by suit in equity, action at law or by other appropriate proceeding, whether for the specific performance of any covenant or agreement contained in this Tariff or in aid of the exercise of any power granted in this Tariff or may proceed to enforce any other legal right which the Company may have, all of which it hereby expressly reserves.

C. Rights, Remedies, or Powers

All rights, remedies, or powers hereby conferred upon the Company will, to the extent not prohibited by law, be deemed cumulative and not exclusive of any other thereof, or any other rights, remedies or powers available to the Company. No delay or omission of the Company to exercise any right, remedy, or power will impair any such right, remedy or power or will be construed to be a waiver of an Event of Breach or an acquiescence therein. Any right, remedy or power conferred upon the Company hereunder may be exercised from time to time, independently or concurrently, and as often as it shall deem expedient. No waiver of any Event of Breach by the Company will extend to or will effect any subsequent Event of Breach. No single or partial exercise of any right, remedy or power by the Company will preclude further exercise thereof by the Company. Acceptance by the Company of partial payments will not constitute a waiver by the Company of any rights or remedies the Company may otherwise have.

D. Termination of Coordination Agreement

A Coordination Agreement will or may be terminated as follows:

1. **Withdrawal of the Certified Supplier from Retail Service.** In the event the Certified Supplier ceases to participate in or otherwise withdraws the provision of Competitive Retail Electric Services to Customers in the Company's Service Territory, the Coordination Agreement between the Certified Supplier and the Company shall terminate thirty (30) days following the date on which the Certified Supplier has no more active Customers.

2. **The Company's Termination Rights Upon an Event of Violation by Certified Supplier.** Notwithstanding any other provision of this Tariff or the Coordination Agreement, in the event of a default, the Company shall serve written notice of such default in reasonable detail and with a proposed remedy to the Certified Supplier and the Commission. On, or after, the date the default notice has been served, the Company may file with the Commission a written request for authorization to terminate or suspend the Coordination Agreement. Except for default due to non-delivery, if the Commission does not act within ten business days upon receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the 11th (eleventh) business day. If the default is due to nondelivery, and if the Commission does not act within five business days upon receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the 6th (sixth) business day. Terminations or suspensions shall require authorization from the Commission. The Company shall send notices pursuant to this section by e-mail, fax, overnight mail, or hand delivery to the Commission and staff at the Commission's offices. The Company shall notify all Commissioners, the Chief of Staff, the Director of the Consumer Services Department, the Director of the Utilities Department, the Director of the Legal Department, and the Chief of the Attorney General's Public Utilities section. The Company shall send the notice to the address and fax number provided by the Certified Supplier in its Coordination Agreement.

E. Effect of Termination of Coordination Agreement

Termination of Coordination Agreements will have the same effect on a Certified Supplier's Customers as the Certified Supplier's discontinuance of supply to such Customers. If a Customer of a terminated Certified Supplier has not switched to another Certified Supplier prior to termination, said Customer will receive Standard Offer Supply from the Company pending its selection of another Certified Supplier.

F. Survival of Obligations

Termination of a Coordination Agreement for any reason shall not relieve the Company or a Certified Supplier of any obligation accrued or accruing prior to such termination.

XXI. ALTERNATIVE DISPUTE RESOLUTION

Alternative Dispute Resolution shall be offered to both Certified Suppliers and the Company as a means to address disputes and differences between Certified Suppliers and the Company. Alternative Dispute Resolution shall be conducted in accordance with the Commission rules which provide for the service.

XXII. MISCELLANEOUS

A. Notices

Unless otherwise stated herein, any notice contemplated by this Tariff shall be in writing and shall be given to the other party at the addresses stated in the notice section of the Coordination Agreement. If given by electronic transmission (including fax, telex, telecopy or Internet email), notice shall be deemed given on the date sent and shall be confirmed by a written copy sent by first class mail. If sent in writing by first class mail, notice shall be deemed given on the fifth business day following deposit in the United States mail (as noted by the postmark), properly addressed, with postage prepaid. If sent by same-day or overnight delivery service, notice shall be deemed given on the day of delivery. The Company and a Certified Supplier may change their representative for receiving notices contemplated by this Tariff by delivering written notice of their new representatives to the other.

B. No Prejudice of Rights

The failure by either the Company or the Certified Supplier to enforce any of the terms of this Tariff or Coordination Agreement shall not be deemed a waiver of the right of either to do so.

C. Assignment

1. A Coordination Agreement hereunder may not be assigned by either the Company or the Certified Supplier without (a) any necessary regulatory approval and (b) the prior written consent of the other party, which consent shall not be unreasonably withheld.
2. Any assignment occurring in accordance with Section XXII (C.1) hereunder shall be binding upon, and oblige and inure to the benefit of, the successors and assigns of the parties to the Coordination Agreement.

D. Governing Law

To the extent not subject to the exclusive jurisdiction of FERC, the formation, validity, interpretation, execution, amendment and termination of this Tariff or any Coordination Agreement shall be governed by the laws of Ohio.

The Tariff or any Coordination Agreement, and the performance of the parties' obligations thereunder, is subject to and contingent upon (i) present and future local, state and federal laws, and (ii) present and future regulations or orders of any local, state or federal regulating authority having jurisdiction over the matter set forth herein.

TECHNICAL SUPPORT AND ASSISTANCE CHARGE

AVAILABILITY/APPLICABILITY

Technical Support and Assistance is defined as support and assistance that may be provided by the Company to a Certified Supplier in connection with questions raised and research requests by the Certified Supplier in support of its energy supply business. The Company is under no obligation to provide technical support and assistance, with the exception of the services described in the “Conditions” section below. Such support and assistance for which the charge applies is categorized in three general areas:

1. Explanation of the Company’s communications related to information posted to the VAN site;
2. Manual verification and confirmation of Customer account data beyond the information and messages available through the standard automated process; and
3. Explanation and definition of the Company’s filings, Commission rulings and FERC orders.

Such Technical Support and Assistance may include time spent by Company personnel conducting research in connection with a Certified Supplier inquiry.

TABLE OF CHARGES

Per hour
\$ 53 / hr

CONDITIONS

There will be no time recorded in connection with inquiries covering required business interactions, specifically:

1. Load profiling and energy scheduling;
2. Standard automated processing of Certified Supplier data files by the Company;
3. Website availability and access; and
4. Erroneous data communicated by the Company via the VAN site.

SCHEDULE OF FEES AND CHARGES

A. Schedule of Fees to be Charged to Certified Supplier

- 1. Interval Meter Reading:** For Hourly or Sub-Hourly meter reading information in excess of that provided elsewhere in this Tariff, retrieving and processing data from Hourly or Sub-Hourly Meters - \$14.50 per Meter per read, per month.
- 2. Certified Supplier Selection:** \$5.00 per Customer processing fee will be charged to the Certified Supplier for each customer selecting or switching to the Certified Supplier. The \$5.00 switching fee will not be assessed the first time a retail customer makes a voluntary choice to switch to an alternative generation supplier; such voluntary choice shall not include "opt-out" in governmental aggregation.
- 3. Unscheduled Meter Read:** \$25.00 per meter read.
- 4. Historical Customer Usage Data:** The Company requires Customer authorization for providing historical customer usage data over and above data normally provided for billing purposes. For historical customer usage data in excess of what is provided elsewhere in this Tariff the charges will be: Up to Twelve (12) months of monthly kW and/or kWh data - \$5.00 per account per request. One (1) month of Hourly Load Data (where available) - \$37.50 per account per request. Twelve (12) months of Hourly Load Data (where available) - \$150 per account per request.

- B. Future Fee and Charge Adjustments.** The Company may petition the Commission for an adjustment in the fees and charges applicable to Certified Suppliers to reflect current or anticipated costs. Such request will be subject to applicable Commission rules and procedures.

COORDINATION AGREEMENT

- 1.0 This Coordination Agreement (“Agreement”), dated as of _____
_____ is entered into, by and between CLEVELAND ELECTRIC ILLUMINATING
COMPANY (the “Company”) and _____
_____ (Certified Electric Generation Supplier or “Certified
Supplier”).
- 2.0 The Company agrees to supply, and the Certified Supplier agrees to have the Company supply, all
“Coordination Services” specified in the Supplier Tariff (“Tariff”). Both Parties agree that such services
are necessary to coordinate the delivery of Competitive Retail Electric Services to Customers located within
the Company’s service territory.
- 3.0 Representations and Warranties.
- (a) The Certified Supplier hereby represents, warrants and covenants as follows:
- (i) The Certified Supplier is in compliance, and will continue to comply, with all obligations,
rules and regulations, as established and interpreted by the FirstEnergy System Control Center
(“FE-SCC”), that are applicable to the Certified Supplier’s serving Customers located in the
FirstEnergy Control Area; and
- (ii) The Certified Supplier is certified by the Commission to provide Competitive Retail Electric
Service to Customers in Ohio and has and will continue to satisfy all other Commission
requirements applicable to Certified Suppliers.
- (b) The Company and the Certified Supplier, individually referred to hereafter as the “Party,”
each represents, warrants and covenants as follows:
- (i) Each Party’s performance of its obligations hereunder has been duly authorized by all
necessary action on the part of the Party and does not and will not conflict with or result in a
breach of the Party’s charter documents or bylaws or any indenture, mortgage, other
agreement or instrument, or any statute or rule, regulation, order, judgment, or decree of any

judicial or administrative body to which the Party is a party or by which the Party or any of its properties is bound or subject.

- (ii) This Agreement is a valid and binding obligation of the Party, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect that affect creditors' rights generally or by general principles of equity.

4.0 The Certified Supplier shall provide notice to the Company via facsimile, with a copy delivered pursuant to overnight mail, at such time that the Certified Supplier learns that any of the representations, warranties, or covenants in Section 3.0 of this Agreement have been violated.

5.0 As consideration for Coordination Services provided by the Company, the Certified Supplier shall pay the Company those Coordination Services Charges billed to the Certified Supplier in accordance with the terms and conditions of the Supplier Tariff.

6.0 Coordination Services between the Company and the Certified Supplier will commence on

_____.

7.0 Any notice or request made to or by either Party regarding this Agreement shall be made to the representative of the other Party as indicated below.

To Cleveland Electric Illuminating Company:

Competitive Energy Supplier Contracts Administrator
Cleveland Electric Illuminating Company
76 South Main Street
Akron, Ohio 44308

To the Certified Supplier:

Telephone: _____

Facsimile: _____

- 8.0 If at any time during the term of the Tariff or this Agreement, FERC, the Commission or a court of competent jurisdiction issues an order under which a party hereto believes that its rights and/or interests under the Coordination Agreement are materially affected, the party so affected shall within thirty (30) days of said final order provide the other party with notice setting forth in reasonable detail how said order has materially affected its rights and/or interests in the Coordination Agreement. Within thirty (30) days from the receiving party's receipt of said notice the parties agree to attempt through good faith negotiations to resolve the issue. If the parties are unable to resolve the issue within thirty (30) days from the commencement of negotiations, either party may at the close of said thirty (30) day period terminate the Agreement, subject to any applicable regulatory requirements, following an additional thirty (30) days prior written notice to the other party without any liability or responsibility whatsoever, except for obligations arising prior to the date of service termination.
- 9.0 The Supplier Tariff is incorporated herein by reference and made a part hereof. All terms used in this Agreement that are not otherwise defined shall have the meaning provided in the Supplier Tariff.

IN WITNESS WHEREOF, and intending to be legally bound thereby, CLEVELAND ELECTRIC

ILLUMINATING COMPANY and the Certified Supplier identified above have caused this Coordination Agreement to be executed by their respective authorized officials.

CLEVELAND ELECTRIC ILLUMINATING COMPANY

By: _____

Signature

Print or Type Name

Title

Date

CERTIFIED SUPPLIER COMPANY NAME

By: _____

Signature

Print or Type Name

Title

Date

Scheduling Coordinator Designation Form

- 1.0** This Scheduling Coordinator Designation Form, dated _____, is being submitted to FirstEnergy ("FE") by the following Certified Supplier:

_____.

- 2.0** By submitting this form, the Certified Supplier hereby notifies FE that it has appointed the following entity to act as its Scheduling Coordinator, effective the first day of _____, in accordance with Section 7 of the Supplier Tariff:

Scheduling Coordinator Name

- 3.0** The Certified Supplier further notifies the Company that it is designating the Certified Supplier identified in the preceding paragraph as its Scheduling Coordinator for the following specific purpose(s) (please check and/or fill in):

_____ Load Forecasting
_____ Assessing Import Capability
_____ Scheduling Energy Delivery
_____ Assumption of Reconciliation Rights and Responsibilities

- 4.0** FE may use the Scheduling Coordinator as the sole point of contact with the Certified Supplier in connection with FE's provision of Coordination Services to the Certified Supplier. Likewise, the Scheduling Coordinator appointed by the Certified Supplier shall be responsible for the performance of all Coordination Obligations of the Certified Supplier that are specifically delegated to said Scheduling Coordinator in this Form.
- 5.0** If the Certified Supplier delegates assumption of reconciliation rights and responsibilities to the Scheduling Coordinator, the Certified Supplier agrees that FE may bill the Scheduling Coordinator directly for all Coordination Service Charges attributable to the Certified Supplier, and that the Scheduling Coordinator will pay the Company such charges on behalf of the Certified Supplier in accordance with the terms and conditions of the Supplier Tariff.
- 6.0** The Certified Supplier and its appointed Scheduling Coordinator shall comply with all terms and conditions of the Supplier Tariff, including those pertaining to Scheduling Coordinators and to payment and billing.
- 7.0** All inquiries, communications, or notices by the Company relating to Certified Supplier's use of the Scheduling Coordinator designated above may be directed to the following representatives of the Certified Supplier or Scheduling Coordinator:

To the Certified Supplier:

Attention: _____
Title: _____
Telephone: _____
Fax: _____
Internet e-mail: _____

To the Scheduling Coordinator:

Attention: _____
Title: _____
Telephone: _____
Fax: _____
Internet e-mail: _____

8.0 The Supplier Tariff is incorporated herein by reference and made a part hereof. All capitalized terms used, but not defined, in this designation form shall have the meaning stated in the Supplier Tariff.

9.0 The Certified Supplier has executed this designation form below by its duly authorized representative as follows:

Signature: _____
Name: _____
Title: _____
Date: _____

10.0 The Certified Supplier has obtained the following Acknowledgment and Consent to this designation, which is executed below by the duly authorized representative of the Scheduling Coordinator:

Acknowledgment and Consent

Intending to be legally bound thereby, the duly authorized representative of above designated Scheduling Coordinator has executed this document below to acknowledge and consent to its appointment as a Scheduling Coordinator, and to further state its agreement to abide by the terms and conditions of its designation set forth above in the Scheduling Coordinator Designation Form prepared by the Certified Supplier, including the terms and conditions of the Supplier Tariff, which is incorporated therein by reference.

Signature: _____

Name: _____

Title: _____

Date: _____